

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT
("AGREEMENT")**

In consideration for Free Bikes 4 Kidz Maryland Inc ("FB4K") accepting me as and permitting me to serve a volunteer for bicycling-related activities conducted by FB4K ("EVENTS"), I agree to all of the following for myself, and on behalf of my assigns, family members, heirs, personal representatives, next of kin and successors in interest:

1. I ACKNOWLEDGE, AGREE, AND REPRESENT all of the following: (a) I understand the nature of bicycling EVENTS; (b) I am qualified, in good health, and in proper physical and mental condition to participate in EVENTS; (c) EVENTS may be conducted over public roads and other facilities open to the public during EVENTS and I expect to encounter hazards while using those roads and facilities; (d) If at any time I believe conditions to be unsafe, I will immediately stop participating in EVENTS; and (e) I am solely responsible for following all laws, regulations, and rules that may apply to EVENTS.
2. I FULLY UNDERSTAND all of the following:
 - a. **BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY AND DAMAGE TO PROPERTY ("RISKS"), INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS, AND DEATH.**
 - b. These RISKS and dangers may be caused by my own actions or inactions, the actions or inactions of others (whether participating in EVENTS or not), the conditions in or under which EVENTS takes place, or the negligence of the RELEASEES.
 - c. There may be other RISKS and social, physical and economic losses either not known to me or not readily foreseeable at this time.
 - d. I FULLY AND KNOWINGLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ANY AND ALL COSTS, DAMAGES, EXPENSES, INJURIES, AND OTHER LOSSES that I may incur as a result of my participation in EVENTS.
3. I HEREBY **PROSPECTIVELY RELEASE, DISCHARGE, AND AGREE NOT TO SUE** ANY AND ALL OF THE FOLLOWING (each of which is one of the "RELEASEES" herein) FOR OR ON ACCOUNT OF ANY OR ALL ACTIONS OR INACTIONS, CAUSES, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, INJURIES, LIABILITIES, LOSSES OR OTHER REASONS THAT MAY BE OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR ANY OTHER ACTS OR OMISSIONS OF ANY OF THE RELEASEES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS:
 - a. FB4K, its affiliates and members, and their respective administrators, agents, coaches, directors, employees, instructors, officers, ride leaders, and volunteers;
 - b. Any other volunteer, instructor, mentor, or other participant in EVENTS;
 - c. Any advertisers, sponsors, or providers of any services or goods in connection with EVENTS; and
 - d. Any owners and tenants of any premises in or on which EVENTS take place.
4. I AGREE that if, despite entering into this AGREEMENT, I or anyone on my behalf makes any claim against any of the RELEASEES, then I WILL **INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the RELEASEES from any and all costs, damages, liabilities, litigation-related expenses and fees (including but not limited to attorneys and other professional fees), losses, and other expenses which any of the RELEASEES may incur as the result of such claim.
5. I hereby grant permission to FB4K to use my likeness, whether through the use of photographs, film, videotape, or other media, for promotional and marketing purposes.
6. I HAVE DONE AND AGREE TO **ALL** OF THE FOLLOWING:
 - a. I HAVE READ THIS AGREEMENT AND I **FULLY UNDERSTAND** ALL OF ITS TERMS.
 - b. I UNDERSTAND THAT I HAVE **GIVEN UP SUBSTANTIAL RIGHTS** BY SIGNING THIS AGREEMENT.
 - c. I HAVE **SIGNED THIS AGREEMENT FREELY** AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.
 - d. I INTEND THIS AGREEMENT TO BE A **COMPLETE AND UNCONDITIONAL RELEASE** OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.
 - e. I INTEND THIS AGREEMENT TO APPLY TO ANY AND ALL EVENTS CONDUCTED BY OR THROUGH FB4K REGARDLESS OF WHEN OR WHERE THE EVENTS MAY OCCUR EVEN IF I HAVE NOT SIGNED AN AGREEMENT SPECIFIC TO AN EVENT.
 - f. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THEN THE BALANCE OF THIS AGREEMENT WILL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT.

Participant Signature (if over 18 yrs old)	Participant Printed Name	Date
Street Address	City State Zip	Phone

FOR PARTICIPANT UNDER AGE 18

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING EVENTS AND THE MINOR'S EXPERIENCE AND CAPABILITIES. I BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN EVENTS AND GIVE THE MINOR UNQUALIFIED PERMISSION TO PARTICIPATE IN EVENTS.

I AGREE TO AND AGREE TO BE BOUND BY EVERYTHING STATED IN THIS AGREEMENT BOTH (a) ON BEHALF OF THE MINOR PARTICIPANT, AND (b) FOR MYSELF AND ON BEHALF OF OUR RESPECTIVE ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN AND SUCCESSORS IN INTEREST.

Parent/Guardian Signature	Parent/Guardian Printed Name	Date
Street Address	City State Zip	Phone